

**BROADKILL BEACH DUNE ENHANCEMENTS  
CONTRACT NO. NAT-201701/BROAD.DUNE**

**FOR THE  
STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL**

**IN  
SUSSEX COUNTY, DELAWARE**

**ADDENDUM NO. 2**

**MAY 2, 2017**

To all Recipients of the Contract Documents and Specifications:

This Addendum No. 2 (3 pages) is hereby made part of the Contract Documents on which the Contract will be based and is issued to modify, explain, and/or correct the original Contract Documents. Attach this Addendum to your Contract Documents. Receipt of this Addendum must be acknowledged on the Construction Bid Form submitted.

The following are modifications and clarifications to the Contract Plans and Specifications. The requirements of Addendum No. 2 shall take precedence in conflicts between the Plans, Specifications and this Addendum. The Contract Documents shall be modified as follows:

1. Section 3I Performance Bond (1 page): Modify the Section by deleting the Section in its entirety and inserting the following Section 3I (2 pages).

**SECTION 3I**  
**PERFORMANCE BOND**

**DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL**  
**BROADKILL BEACH DUNE ENHANCEMENTS**  
**CONTRACT NO. NAT-201701/BROAD.DUNE**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (**"Principal"**), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (**"Surety"**), are held and firmly bound unto the \_\_\_\_\_ (**"Owner"**), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as **Contract No. NAT-201701/BROAD.DUNE** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of

any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court or competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name: By: \_\_\_\_\_(SEAL)  
Name:  
Title:

(Corporate Seal)

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name: By: \_\_\_\_\_(SEAL)  
Name:  
Title:

(Corporate Seal)

BROADKILL BEACH DUNE ENHANCEMENTS  
NAT-201701/BROAD.DUNE

SECTION 3I – 2

- END OF ADDENDUM 2 -

